THIS LEASE, made in triplicate this 8th day of May, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(hereafter called the "City")

OF THE FIRST PART,

- and -

JOANNA AND DARIN MOGGY O/A CLEAN BREAK BAR
(hereafter called the "Lessee")

OF THE SECOND PART.

WITNESSETH, that in consideration of the rents, covenants and agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

1.0   LANDS LEASED

The City agrees to lease unto the Lessee the lands outlined in red on Schedule "A" attached hereto and forming part of this lease and more particularly described as a portion of Philip Walk measuring approximately 60 feet by 17 feet located immediately adjacent to the Clean Break Bar, 20 Philip Walk, Elliot Lake, Ontario.

2.0   TERM AND APPLICATION FOR RENEWAL

The term of this Lease shall be for a period of one (1) summer operating season, commencing on the 9th day of May and ending on the 31st day of October. This lease shall expire on the 31st day of October, 2023.

3.0   RENT
The Lessee covenants and agrees to pay as rent in advance, in the amount of Six Hundred and fifteen dollars ($615.00) plus applicable taxes per operating season, on or before the 9th day of May during each year of this Lease.

4.0   USE OF LANDS LEASED

The Lessee covenants to use the lands herein leased solely for the purpose of operating an outdoor patio.

The Lessee covenants to pay or cause to be paid all rates, taxes and assessments, of whatsoever description, that may at any time during the existence of this lease be lawfully imposed or become due and payable upon, or in respect of the operations conducted by the Lessee on the lands herein.

The lessee covenants to abide by and comply with all lawful rules, regulations and by-laws of the City and other governing bodies applicable to any use of the lands herein.

5.0   LEASE NOT TO BE ASSIGNED

The Lessee covenants not to transfer or assign this lease or any rights hereunder without obtaining the consent in writing of the City to such transfer or assignment.

6.0   INSURANCE

The Lessee covenants it shall at all times indemnify and save harmless, the City from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

As further security for such indemnity the Lessee shall carry public liability insurance, with an insurer satisfactory to the Treasurer of the Municipality, in an amount not less than Five Million Dollars ($5,000,000.00) and shall provide to the Treasurer an insurance certificate indicating that the City is an additional insured.

7.0   TERMINATION OF LEASE

Either party may terminate this lease upon sixty (60) days written notice.

Upon termination of this lease, the Lessee covenants to immediately return the lands herein to their original condition or to a state which is agreed upon by both parties hereto.

8.0   REMEDY

It is agreed that the City will have the right to charge all costs incurred by the City to remedy a default under Paragraph 7.0 above, to the Lessee and that such costs may be collected by Distress.

Any breach of the covenants herein shall at the option of the City, operate to render this lease null void.

It is agreed that section 8.0 Remedy, shall survive any termination of the lease herein.

9.0   NOTICE

Any notice required or given pursuant to this Lease shall be given by 1st class post or
    personal service and in the case of the City to:

    N. Bray, City Clerk
    City of Elliot Lake
    45 Hillside Dr. N.
    Elliot Lake, Ontario
    P5A 1X5

and in the case of the Lessee to:

    Joanna and Darin Moggy
    Clean Break Bar
    20 Philip Walk
    Elliot Lake, Ontario
    P5A 2S8.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

**THE CORPORATION OF THE
CITY OF ELLIOT LAKE**

_____
Acting Mayor

_____
City Clerk

_____   _____
WITNESS   **Joanna Moggy**

_____
Darin Moggy